



Terms & Conditions for Quotation or Sale

A. The term "Seller" as used herein shall mean RF-Lambda USA LLC. and/or its present and future subsidiaries. The term "Buyer" shall mean the third party placing the purchase order.

B. no contractual relationship between Seller and Buyer shall arise until such time as Buyer as placed an order which has been accepted by Seller.

C. Stenographic and clerical errors are subject to correction.

D. Subject to the provisions hereof, all quotes submitted are firm for thirty (30) days from the date of the quotation unless indicated differently on the face of the quotation. alterations or changes to quotations after thirty (30) days may be made at the discretion of Seller without notice.

E. Orders shall be subject to all of Seller's Standard terms and Conditions printed below.

1. **SCOPE:** the terms and conditions of sale contained herein, and as amended by Seller from time to time, apply to Seller's quotations and purchase orders placed by Buyer on Seller. these terms and conditions may in some instances conflict with some of the terms and conditions on Buyer's form of purchase order or otherwise specified by the Buyer or these terms and conditions may cover matters not addressed in Buyer's documentation. therefore, acceptance of the Buyer's order is made only on the express understanding and condition that insofar as the terms and conditions of this acceptance conflict with any terms and conditions of the Buyer's order or cover matters not addressed in Buyer's documentation, Seller's terms and conditions shall govern, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or by acceptance and payment for goods ordered. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions of this acceptance. any changes from the terms and conditions of sale contained herein must be specifically agreed to in writing by an authorized officer of Seller before becoming binding on the Seller. all orders or contracts must be approved and accepted by the Seller at its principal office at. from time to time, Seller may accept certain of Buyer's terms and conditions of sale by signing Buyer's proposed sale agreement. if such acceptance is preceded or accompanied by Seller's interpretation of Buyer's terms and conditions, such interpretation shall control the construction or interpretation of the meaning of Buyer's terms and conditions.

2. **PRICES:** all prices subject to change without notice prior to acceptance of an order by Seller, and thereafter to the extent provided herein. Offers to sell are subject to change without notice unless stated to be firm for a definite period, and in all cases are subject to withdrawal at any time before acceptance by Seller. Prices listed on Seller's acknowledgement are firm and not subject to audit or price redetermination or renegotiation.

if Buyer fails to take delivery hereunder of the quantity of goods upon which a quantity discount price, if any, is based, Buyer will be charged an amount based upon the quantity actually delivered hereunder and upon the quantity pricing schedule in effect at the time the order was placed. Such charges shall be in addition to any cancellation charges.

Prices apply only if the quantity ordered hereunder is shipped within twelve (12) months and shipments are scheduled no more than twelve (12) months from the date Seller received Buyer's order. Otherwise, Seller's standard prices in effect on the date of receipt by Buyer of the quantity actually shipped shall apply, and Buyer shall pay the difference in price, if any.

3. **Taxes** Prices do not include any taxes, now or hereafter enacted, applicable to the goods sold or this transaction. taxes will be added by Seller to the sales price where Seller is required by law to collect the same, and will be paid by the Buyer unless Buyer provides Seller with a proper tax-exemption certificate.

any tax or government charge by any federal, state or municipal government applicable to the goods sold hereunder now imposed or hereafter becoming effective during the term of any contract made hereunder shall be added by Seller to the sales price where Seller has the legal obligation to collect or pay same, and shall be paid by Buyer unless Buyer provides Seller with a proper tax-exemption certificate. Buyer shall pay any duties, levies, taxes, brokerage fees or customs fees imposed in the Buyer's country to shipments made under this contract.

4. **Title and Delivery** all shipments of goods shall be delivered ex-Works Plano TX / San Diego CA and title and liability for loss or damage thereto shall pass to Buyer upon Seller's tender of delivery of the goods to a carrier for shipment to Buyer, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Unless directed otherwise by Buyer, full invoice value will be declared for deliveries by the carrier. Seller may deliver the goods in installment. Shipping dates are approximate only. Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer if Seller fails to meet the specified delivery schedule because of unavoidable production or other delays.

5. **DELIVERY SCHEDULE:** Notwithstanding any of the foregoing, Buyer understands that any delivery schedule set forth herein or in any subsequent order or release is estimated only and is presented in good faith by Seller. Seller will use its best efforts to meet such schedule and reserves the right to ship up to thirty (30) calendar days ahead of Buyer's specified ship date. **IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY FAILURE TO MEET ANY DELIVERY SCHEDULE OR FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS. THE LIMIT OF LIABILITY FOR ANY FAILURE BY SELLER TO MEET ANY DELIVERY SCHEDULE SHALL BE THE RETURN OF ANY AMOUNT PAID OR PREPAID ON ACCOUNT OF THE GOODS NOT DELIVERED OR NOT DELIVERED ON TIME.** Delays or changes in schedules due to Buyer directed actions are subject to price adjustments. In the absence of instructions by Buyer prior to delivery, Seller will select the carrier to whom delivery will be made for shipments to Buyer.

Seller reserves the right to allocate production and deliveries among its various customers under any circumstances.

Seller reserves the right to ship an order with -5% to +0% of the Buyer's specified quantities and consider the order "Complete". Seller will adjust Buyer's invoice accordingly.

Buyer will be deemed to have waived any and all claims for shipments containing less than the number of goods indicated on the shipping documents unless written notice of such claims is received by Seller within thirty (30) days after receipt of shipment.

6. **Term of Payment:** Unless expressly specified otherwise on the Seller's sales confirmation, where Seller has extended to Buyer, terms of payment shall be net thirty (30) days from the date of Seller's invoice. Buyer will be charged 1.5% per month (but not more than is permitted under applicable law) on overdue accounts. if Buyer fails to make payment for goods

ORDERING INFORMATION

Terms & Conditions for Quotation or Sale (cont'd)

delivered as herein provided, or if, in Seller's opinion, a change in Buyer's financial condition or other circumstances has created reasonable concerns as to Buyer's credit worthiness, Seller may at any time limit or cancel the credit of Buyer as to time and amount and may demand payment in cash before delivery of any part of the goods. On any order on which credit is not extended by Seller, shipment or delivery shall be made at Seller's election. Payment shall be made for the goods without regard to whether Buyer has made or will make any inspection of the goods.

7. Inspection: Buyer shall either accept or reject all shipments of goods within thirty (30) days of receipt by Buyer. In the event that Buyer does not either complete final inspection and accept the goods or present a rejection notice to Seller in writing within thirty (30) days of delivery, the goods shall be conclusively deemed accepted. At that time, Buyer's only recourse or remedy for non-conforming or defective goods shall be Seller's standard warranty. Buyer's inspection and/or acceptance tests shall not exceed the inspection and/or test procedures customary in the industry for the goods furnished and shall be at Buyer's expense. Seller reserves the right to charge to Buyer any costs resulting from the testing, handling and disposition of any goods returned by Buyer which are found by Seller to conform to the applicable specifications.

8. Seller Warranty: Seller warrants to Buyer that Seller's standard product goods delivered hereunder will conform to the applicable specifications and be free of defects in material and workmanship per the following warranty schedule from date of shipment to Buyer: (a) one (1) year for plastic and ceramic packaged products, (b) one (1) year for module products, (c) thirty (30) days for die (chip) products, (d) thirty (30) days for evaluation board products. Seller reserves the right to impose a reasonable charge on Buyer for evaluation and repair of returned goods under certain conditions. For goods that are not standard products of Seller, such as developmental or custom-designed goods, Seller warrants to Buyer that such goods delivered hereunder will conform to that applicable specifications and be free of defects in material and workmanship upon receipt by buyer.

the warranties stated herein are in lieu of all other warranties, expressed, implied, or statutory and of all other obligations or liabilities on the part of Seller. Buyer expressly waives any right, claim, or cause of action that might otherwise arise out of the purchase and use of seller's products or service. Seller shall not be liable for special or consequential damages of any nature with respect to any merchandise or service sold, delivered, or rendered no product is warranted to be fit for any particular use or application, and, unless the order acknowledgement recites specifications, no warranty is made that any set of standards will be met. Where Seller has departed from standard specifications, Seller cannot guarantee that the equipment produced will perform to specifications of the standard. Seller warrants all parts of merchandise of its manufacture to be free from defects caused by faulty material or poor workmanship. Liability is limited to the obligation to repair, or, to replace without charge ex-Works Chelmsford, MA any part found to be defective under normal use and service within the time periods specified provided: (1) Seller is promptly notified within the warranty period in writing upon discovery or such defects; (2) the original parts are returned to Seller with Seller's prior authorization, transportation charges prepaid; and (3) Seller's examination shall disclose to its satisfaction that such defects have not been caused by abuse after delivery. Warranties shall not apply to items which have been altered by others. Warranties shall not apply to experimental and developmental goods.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE WARRANTIES ARE IN LIEU OF ANY (A) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (B) WARRANTIES OF NON-INFRINGEMENT AND (C) ALL OTHER WARRANTIES OF NON-INFRINGEMENT, AND (C) ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED

9. Buyer Warranty: Seller's warranty obligation is limited to, at Seller's option, replacement of or granting Buyer credit at the invoiced price for any defective product returned to Seller's designated location within one (1) year from the date of product delivery. This warranty shall not apply to any product which has been repaired, altered or which has been damaged such that Seller is unable to verify the defect with its normal test equipment, or improper (i) handling (ii) installation (iii) maintenance (iv) removal, (v) modifications (vi) use. Seller's warranty shall not be enlarged, and no obligation or liability shall arise out of Seller's rendering or technical advice, facilities or services in connection with Buyer's order or the products furnished.

10. Cancellation, rescheduling, returns and modifications: any request for order cancellation, rescheduling, return or modification must be made in writing and such actions must be approved in writing by an authorized agent of RF-Lambda USA LLC. These terms apply to all sales of products by RF-Lambda USA, LLC, except as modified by Seller's written agreement. No additions or modifications are effective unless accepted by Seller's written agreement. No additions or modifications are effective unless accepted by Seller in writing. All other terms are expressly rejected.

10a. Cancellation Charges: if a Buyer cancels the delivery of any products, the cancellation must be received no less than 14 weeks from the original scheduled shipment date. For cancellations received less than 14 weeks from scheduled shipment date, the Buyer shall pay to RF-Lambda USA LLC. 100% of the purchase order, in addition to any charges for unearned discounts (bill back). For non-standard products, built to Buyer's specifications or pursuant to RF-Lambda USA LLC's design, Buyer shall have no right to cancel or reschedule the delivery of any non-standard products. Orders for standard integrated circuit based products (die or packaged die or modules) ordered in non-standard product shipment packaging (tape and reel or gel-Pak or waffle pack) or non-standard quantities are non-cancelable and non-returnable.

10b. Returns: Products may not be returned without seller's consent. Buyer shall request and obtain Seller's written Return Material Authorization ("RMA") before returning products of any type, including warranty repair returns; all return documentation must contain Seller's return authorization identification number. Seller will refuse returned shipment from Buyer not approved or not properly identified. Returns made without obtaining prior authorization shall be returned at Buyer's expense. Products must remain in the anti-static shipping bag with the seal. If the seal has been broken the products may not be returned.

10c. Return for Credit All orders are NC/NR (non-Cancelable / Non-Refundable) these terms shall be construed to be between merchants. Except as agreed in writing, these terms contain the entire agreement between Seller and Buyer concerning Seller's sales of products. If authorization is granted, Buyer shall pay seller a restocking fee equal to 50% of the current list price for standard products for each product(s) returned, in addition to charges for unearned discounts and any other reasonable charges.

11. Infringement: With respect to goods manufactured solely to Seller's designs and specifications, Seller shall defend any suit or proceeding brought against Buyer insofar



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The power beyond expectation:

such goods furnished hereunder infringe any patent(s),
copyright(s) or trademark(s), or for misappropriation or use

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of any trade secret(s), or for unfair competition, if Seller is
notified promptly in writing of such suit or proceeding and
is given full and

Sales & Ordering information



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complete authority, information and assistance by Buyer for such defense. Seller shall pay all damages and costs finally awarded against Buyer in any such suit or proceeding, but Seller shall not be responsible for any compromise thereof made by Buyer without the written consent of Seller. If infringement is alleged prior to the completion of delivery of the goods, Seller may decline to make further shipments without being in breach of any agreement. In the event that such goods are held in such suit or proceeding to be infringing and their use is enjoined, or if the opinion of Seller such goods are likely to become the subject of a claim of infringement, Seller at its sole discretion and at its own expense, may either (1) procure for Buyer the right to continue using such goods; (2) modify such goods so that they become non-infringing; (3) replace such goods with non-infringing goods; or (4) accept the return of such goods, granting Buyer a refund therefore equal to the original purchase price. Seller's obligations hereunder shall not apply to any alleged infringement occurring after Buyer has received notice of such alleged infringement unless Seller thereafter gives to Buyer written consent for such continuing alleged infringement.

Notwithstanding any provision herein to the contrary, Seller shall have no obligation to Buyer (to defend or make any payment to or for Buyer) for any infringement, misappropriation or misuse claimed by any third party or parties if any such claim arises, in whole or in part, (1) as a result of a modification of the goods not introduced or approved by Seller; or (2) as a result of the interconnection or use of the goods in combination with goods or other devices not made by Seller; or (3) as a result of, or following, Buyer's asserting a claim of infringement, misappropriation or misuse against such third party or parties, or (4) the use of the goods in other than an application recommended by Seller.

With respect to goods manufactured to Buyer's designs or specifications, Buyer shall defend any suit or proceeding brought against Seller, either severally or jointly with Buyer, insofar as such suit or proceeding is based on a claim, that any such goods furnished hereunder infringe (either direct or contributory) any patent(s), copyright(s), or trademark(s), or for misappropriation or use of any trade secret(s) or for unfair competition, arising from (1) compliance with Buyer's designs, specifications, or instructions; (2) the use of any item or any part thereof, furnished hereunder, in combination with goods not supplied by Seller, or (3) in connection with a manufacturing or other process utilizing any item, or part thereof, furnished hereunder. Seller shall notify Buyer promptly in writing of such suit or proceeding and give Buyer full and complete authority, information and assistance for such defense. Buyer shall pay all damages and costs finally awarded against Seller in any such suit or proceeding, but Buyer shall not be responsible for any compromise thereof made by Seller without the written consent of Buyer.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES HERETO FOR INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT THERETO.

12. No License No Resale goods or any parts thereof sold hereunder may be protected by intellectual property rights of Seller, including, but not limited to, rights under issued and pending patents, mask work rights, copyright rights, trademark rights and trade secret rights. neither the sale of goods or any parts thereof nor the provision by Seller of any supporting or related documentation, technical information or advice shall confer on Buyer any license, express or implied, under any intellectual property rights of Seller covering or related to (1) apparatus or circuits in which the goods or parts thereof may be

used; (2) a process, machine, use or application in connection with which the goods or parts hereof may be used; (3) the process of their manufacturer; or (4) a combination in which the goods or parts hereof may be used. Buyer is prohibited from resale of RF-Lambda parts unless expressly agreed by RF-Lambda USA LLC.

13. Contingencies: Seller shall not be liable for delay in performance or failure to perform in whole or in part the terms of this agreement due to causes beyond the reasonable control of Seller, including, without limitation, strike, labor disputes, war, riot or civil commotion, acts of the public enemy, insurrection, sabotage, or fire, flood or other acts of god. the period for performance for the party affected by such a cause shall be extended by the duration of the condition, provided, however, if any such delay shall continue for more than 120 days from the start of the cause of delay, the quantities undelivered during such period of delay or to be delivered, may be canceled at Seller's election without liability of Seller to Buyer by written notice to Buyer at any time.

14. Assigns: any contract made hereunder shall be binding upon and inure to the benefit of the successors and assigns of the entire business and good will of either Seller or Buyer, or of that part of the business of either used in the performance of such contract but shall not be otherwise assignable. Buyer affirms that there exists no third party beneficiaries to Buyer's rights hereunder unless Buyer specifically identifies such beneficiary on the face of Buyer's order or Buyer's acceptance of Seller's quotation.

15. LAW: this agreement shall be governed by and construed under the laws of the State of Texas and California and the United States without regard to conflicts of laws provisions thereof or the United Nations Convention on Contracts for the international Sale of goods. the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts in the State of Texas and California, located in County, Texas and California.

16. EXPORT CONTROL Buyer acknowledges and agrees to comply with all applicable restrictions on exports and re-exports, including obtaining any required U.S. government license, authorization, or approval. Buyer represents that it either is knowledgeable about U.S. government export and re-export requirements or that it will become so prior to engaging, directly or indirectly, in any export or re-export transaction involving Seller's products or technical data. Seller shall have no responsibility for delayed delivery or non-delivery resulting from (1) any governmental action under U.S. or other applicable law suspending or revoking a necessary export license or authorization, or (2) any failure by Buyer to furnish reasonable assurance, upon request, of its compliance with applicable export requirements.

the above assurances shall not apply to data that have been made generally available to the public in any form, including (1) data released orally or visually at open conferences, lectures, trade shows or other media open to the public; (2) publications that may be obtained without costs or are readily available at libraries open to the public; and (3) data not directly and significantly related to design, production or utilization in industrial process.

17. Aircraft: Seller does not authorize any of Seller's goods for use in aircraft, aircraft devices and/or systems without the express written approval of an officer of Seller. aircraft devices or systems are devices or systems that are intended to be used in or in support of air-craft and whose failure to perform can be reasonably expected to result in interference with aircraft communication systems and/or significant injury to the user.



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The power beyond expectation:

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18. **Life Support:** Seller does not authorize any of Seller's products for use in medical applications, including, without limitation, life support devices and/or systems without the express written approval of an officer of Seller. Life support devices or systems are devices or systems which, (1) are intended for surgical implant into the body or (2) support or sustain life and whose failure to perform, when properly used in accordance with instructions for use provided in the labeling, can be reasonably expected to result in significant injury to the user.

19. **Limitation Of liability:** in no event shall Seller Be liable (1) for any indirect, Special, incidental, Punitive, Or Consequential damages, Whether or not foreseeable or foreseen, Or (2) for the Cost Of Procuring Substitute goods, including Without limitation, costs Of removal and reinstallation Of goods, loss Of good-Will, loss Of Profits Or loss Of Units, even if Seller Has Been advised Of the Possibility thereof, in either Case resulting from its Performance or failure to Perform Under this agreement Or from the furnishing, Performance Or use of any goods or Services Sold Pursuant Hereto, Whether due to Breach Of Contract, Breach Of Warranty, SUCH Seller's negligence Or Otherwise. Buyer shall be deemed to assume all liability for any and all damages arising from or in connection with the use or misuse of the goods by Buyer, its employees, customers and others.

20. **Relationship of Parties:** Seller and Buyer expressly understand and agree that Buyer is an independent contractor in the performance of each and every part of this order, is solely responsible for all of its employees, agents and will indemnify Seller from any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Buyer's activities of those of its employees or agents (including, without limitation, direct and indirect distributors or sub-distributors), including without limitation unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of Seller to the same extent as disclaimed herein) to its customers.

21. **Basis Of Bargain:** each Party recognizes and agrees that the Warranty disclaimers and liability and remedy limitations in any order or Contract are material, Bargained for Bases Of SUCH Order Or Contract and that they Have Been taken into account and reflected in determining the Consideration to Be given BY each Party Under SUCH Order Or Contract and in the decision BY each Party to enter into SUCH Order Or Contract.

22. **Packaging:** Packaging for commercial shipment is included in the quoted price. When special or export packaging is specified involving a greater expense than the cost of commercial shipment included in the quoted price, a charge will be made to cover such extra expense. Reasonable care is exercised in packaging goods for shipment and no responsibility is assumed by Seller for delay, breakage, or damage after having made delivery to the carrier. All claims for breakage or damage shall be made to the carrier, however, Seller will render reasonable assistance in securing satisfactory adjustment of such claims.

23. **Changes to Specifications:** Seller reserves the right to change the specifications of any goods (including all statements and data appearing in Seller's catalogs, data sheets and advertisements) without notice. If such changes

to specifications are made, Seller assumes no obligation to provide the change on goods previously purchased or to continue to supply discounted goods. Seller may substitute goods manufactured to such modified specifications for those specified herein provided such goods substantially conform to the order or contract.

24. **Proprietary data:** Buyer agrees not to use or disclose drawings, specifications, technical information or other data furnished by Seller and identified by Seller as confidential or proprietary data without the prior written consent of Seller. Buyer agrees and acknowledges that any improvement or modification to such confidential or proprietary data shall be the sole property of the Seller, regardless of whether any such improvement or modification was the creation of Buyer. Buyer further agrees to use all appropriate copyright and proprietary notices on all goods delivered hereunder regardless of their intended use. Buyer recognizes that such proprietary data is unique and consents to the remedy of injunction in addition to damages for violation of the terms of this provision.

25. **tooling:** Unless otherwise expressly agreed in writing, Seller shall retain rights and title to and possession of any tooling, drawings, mask sets, tapes, fixtures, original documentation and intellectual property used in the furnishing of goods.

26. **general:** in the event of the appointment of a trustee, receiver, or liquidator for all or a portion of Buyer's property, Buyer's insolvency, or any voluntary or involuntary petition in bankruptcy by or against Buyer, Seller may terminate any order without further obligation or liability of Seller to Buyer.

in the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27. **terms to govern:** the provisions on the face and reverse hereof and on any attachments hereto made by Seller shall constitute the entire agreement and understanding of the parties and shall supersede all prior communications, agreements, and understandings from or between the parties. By acceptance of any offer or acknowledgement containing these terms or by failure of Buyer to reject these terms within ten days after notification thereof, or by acceptance of the merchandise or service described on the face hereof, Buyer shall be deemed to have accepted these terms without reservations or condition. All stenographic or clerical errors or omission are subject to correction. Any contract or sale made hereunder shall be governed by the laws of the Commonwealth of Texas and California.

28.: **Disclaimer:** RF-Lambda USA LLC. has carefully reviewed the RF-Lambda catalog specification information and it is believed to be accurate and reliable. However, no responsibility is assumed for inaccuracies or errors. Use of this information and/or any of our products does not convey to the user any patent rights or licenses. RF-Lambda reserves the right to change any specifications or other information contained herein without notices. RF-Lambda USA LLC. products are designed to be used only within the electrical and environmental limits published in their respective data sheets or custom quoted specifications. RF-Lambda does not authorize the use of any of its products beyond the current published data sheet limits. Such use beyond the current published electrical and/or environment data sheet limits voids all RF-Lambda warranties.